

COLUMBIA POINT DEVELOPER SELECTION:

MEMORANDUM OF UNDERSTANDING AMONG THE BOSTON HOUSING AUTHORITY,
THE BOSTON REDEVELOPMENT AUTHORITY, AND COLUMBIA POINT COMMUNITY
TASK FORCE, INC.

In selecting a Developer for Columbia Point, the three parties (BHA, BRA, and the Task Force) wish to underscore the unique public purpose of this redevelopment effort. Accordingly, this Memorandum of Understanding seeks to reaffirm, through clarification and elaboration, the commitments expressed in the Developer's Kit and in the Resident Rehousing Agreement with regard to the provision and maintenance of low income housing, protection of current residents in relocation, rehousing, and in the operation of the new development, resident participation in project decisions, and resident employment.

The Parties agree to these provisions and intend to condition the selection of a Developer on their acceptance. Further, as a condition of final designation, the Parties will require the Developer to present a plan or plans demonstrating to the satisfaction of all of the Parties how these requirements will be met. These provisions will also be reflected in any land disposition agreements negotiated with the Developer.

I. LOW INCOME HOUSING

A. Preservation of 400 Units

In order to further the redevelopment requirement as stated in Part V of the Developer's Kit that at least 400 low income units must be provided and permanently maintained, at rents not greater than those paid by public housing tenants, the Parties agree to the following points of clarification:

1. The Project will be conveyed or ground leased subject to a ninety-nine (99) year restriction which will require that at least 400 units of the Project will be maintained as affordable rental units for low income households (households eligible for federally-assisted public housing) in a manner consistent with the requirements established by the Parties.
2. The Developer shall agree to: (a) make units available to low income households that are equivalent in design, construction quality, and level of amenities to other Project units and uniformly mixed with units available to other income groups; (b) make units available to low income households that are of appropriate size to meet the needs of households subject to the

Rehousing Agreement and maintain at least the same number and proportion of large (3- or more bedroom) units; (c) make low income units available first to households who are subject to the Rehousing Agreement and second to eligible applicants on the BHA waiting list; (d) maintain a mix of low income households that reflects the economic mix of households at BHA family developments generally; and (e) set and maintain rents for low income households, and for all Columbia Point residents subject to the Rehousing Agreement, in accordance with the percentage of income schedule in effect for federally and/or state assisted low income housing, including all utilities.

3. The Developer shall provide evidence satisfactory to the Parties, as a condition of final designation, that binding public subsidy commitments have been obtained in an amount sufficient to fund the low income component of the Project for the longest period of time available. The Developer shall agree to maintain such subsidies for the full term available, and to utilize all possible steps to extend or renew initial subsidy commitments and/or to secure alternative replacement funding.

4. The Parties shall explore, in conjunction with the Developer, additional mechanisms for securing the low income component of the Project on a permanent basis, including the exercise of reversionary rights and obligations by the BHA.

5. The Developer shall be required to allocate a portion, to be negotiated by the Parties and the Developer, of the net proceeds available from syndication, operation, and resale or refinancing of some or all of the Project to a special trust fund to provide reasonable additional security for the low income component of the Project, to the extent not provided by other means available to the Developer.

B. Public Benefit Fund

Because of the unique public purpose of this redevelopment effort the Parties agree to the following:

1. A Public Benefit Fund will be established to preserve, upgrade and expand the supply of low income housing in the City of Boston. The specific terms and provisions of the trust fund will be subject to negotiation.

2. The trust fund will be funded from: (a) funds set aside to cover operating losses of the Project, to be contributed to the fund following stabilization; (b) the funds referred to in subsection 5 above, to the extent such funds are no longer reasonably required for this purpose; (c) insofar as the Project becomes profitable, a portion, to be negotiated by the Parties and the Developer, of the net proceeds from Project operation and from resale or refinancing of some or all of the Project; and (d) see subsection 3 below.

3. The Parties shall utilize their best efforts to make available to the trust fund any resources generated by the redevelopment effort that are subject to public control, including UDAG loan paybacks and land acquisition fees, ground rents, or note repayment to BHA.

II. REHOUSING AND RELOCATION

Consistent with the purposes of the Resident Rehousing Agreement, which guarantees all households remaining in occupancy at Columbia Point the right to live in a new or substantially rehabilitated unit, the Parties agree to the following points of clarification:

1. The Rehousing Guarantee shall apply to all Columbia Point residents who are recognized by the BHA as leaseholders or as heads of doubled-up households at the time of final Developer designation (§ 2a). The Rehousing Guarantee shall be transferable to another adult member of the household who was reported on the Tenant Status Review most recent to final Developer designation or to a caretaker of remaining household members upon the death or departure of the household head (§ 2f, g).
2. All households subject to the Rehousing Guarantee shall be offered a new or substantially rehabilitated unit of a size appropriate to family needs at the time of rehousing, as quickly as possible (consistent with the economic and racial mix goals established by the Parties) and wherever possible in one move (§ 2d, Developer's Kit, S. IIIB 1).
3. All households requiring temporary relocation shall be offered an appropriately-sized unit, in decent, safe, and sanitary condition, with functional appliances and adequate security. Temporary relocation shall be on-site except by choice of the individual household, and shall be accomplished in a manner that minimizes disruption and inconvenience to residents (§ 2b).
4. In determining the location of temporary and permanent rehousing units, consideration shall be given to medical, employment, and other special household needs. Residents shall receive adequate written notice of relocation and rehousing and adequate time to move.
5. Relocation services and benefits shall be provided for both temporary and permanent moves that are at least equivalent to the services and benefits provided under the federal Uniform Relocation Act or the state relocation act, whichever is greater (§ 2b).

6. The BHA agrees to convey to the Developer only the information contained in the TSRs of the current residents most recent to final designation.

7. Residents shall not be denied temporary or permanent housing unless they are evicted for cause or for non-payment of rent in accordance with the terms of the BHA lease in effect (§ 2c, j).

III. TENANTS RIGHTS AND PRIVATE MANAGEMENT

In order to further the redevelopment commitment as stated in the Developer's Kit to improve the quality of life for existing low income tenants through private management, the Parties wish to assure that the rights and benefits presently available to Columbia Point residents are adequately protected. Accordingly, the Parties agree to the following points of clarification:

1. Low income tenants who reside at Columbia Point under private management shall: (a) continue to pay rent based on income, in accordance with the schedule in effect for federally and/or state assisted low income housing, including all utilities; (b) have the right to remain in occupancy unless evicted for good cause, or such higher standard as required by the applicable subsidy program; (c) have the right to make special rent payment arrangements for good cause; and (d) have the right to appeal eviction actions and other disputes to an impartial Grievance Panel whose structure is to be determined by the Parties. While BHA remains the owner, the applicable rent, eviction, and grievance standards and procedures shall be those in effect for federally assisted BHA housing.

2. Private management policies and programs shall be sensitive to low income residents, and shall reflect the need for (a) flexibility in the enforcement of new standards during the transition from public to private management; (b) recognition of life-style preferences in the establishment of community rules; and (c) providing equality of services and equal access to services by residents of all income groups.

IV. RESIDENT PARTICIPATION

To further the redevelopment objective of providing for strong resident participation in development decision-making and operations, the Parties agree to the following points of clarification:

1. Consistent with the terms of Part V of the Developer's Kit, until such time as the Task Force assumes a legal role in the development/ownership entity, the Task Force shall retain an approval role over all aspects of the redevelopment process similar to the BHA and BRA. The Task Force role shall include, but not be limited to, approval of the development program, and of plans, policies, and

schedules for design and construction, financing and subsidies, management and marketing, affirmative action, tenant services, relocation and rehousing, and project ownership.

2. At the time of final designation, the Developer shall enter into an agreement with the Task Force providing the Task Force with a genuine, strong and active role in all decisions of the ownership entity, including but not limited to decisions governing the development program, design and construction, financing and subsidies, management and marketing, affirmative action, tenant services, relocation and rehousing, and any sale and/or refinancing of the Project.

3. During the period prior to the final Developer designation, the BHA and the BRA shall use best efforts to provide, or assure the provision of, sufficient funding to enable the Task Force to participate equally with the BHA and BRA in the process of tentative and final Developer designation, as provided in Part V of the Developer's Kit, including funding for reasonable organizational expenses and fees for architectural, legal, development, and other technical services. Subsequent to final designation, the Developer shall allocate sufficient funds to enable the Task Force to genuinely and fully participate in decision making along with the Developer, as provided in Section IV herein, including funding for reasonable operating, organizational, and consultant services. Such funding shall be in addition to any funds otherwise designated for tenant services, maintenance of the low income component of the Project, or other purposes as required by the Parties as a condition of disposition.

4. As part of its undertaking with the developer the Task Force will create a plan providing for the representation of new Columbia Point residents as the development becomes occupied. Such plan will assure that the low income residents have a genuine, strong and active role in the overall representation of Columbia Point residents.

V. RESIDENT EMPLOYMENT

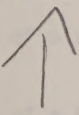
In order to further the redevelopment requirement that Columbia Point residents be afforded a fair share of the construction and permanent job opportunities created by the redevelopment process, the Parties agree to the following points of clarification:

1. No less than fifty (50) construction-related jobs shall be provided to (i) current Columbia Point residents, (ii) future low income residents of Columbia Point, and (iii) residents of other BHA developments, in the areas of union apprenticeships, union laborers, and construction management.

2. A comprehensive educational and support services program shall be established jointly by the Developer and the Task Force, and funded by the Developer, to prepare resident workers for apprentice exams and training classes and to facilitate introduction of these workers into the construction trades. The program shall include such elements as: resident recruitment, intake and counseling, orientation, job placement and follow-up, and additional job placement with other contracting/development groups. The program staff shall include an employment specialist and at least one resident position.
3. At least fifty percent (50%) of on-site management positions must be offered to residents, in job categories to be determined jointly by the Developer and the Task Force.
4. Compliance with resident employment requirements shall be monitored in conjunction with comprehensive compliance monitoring program established for affirmative action hiring, affirmative marketing, and MBE utilization.
5. The Developer shall assist the Task Force in organizing a community business enterprise.
6. The specific terms and provisions of the resident employment program will be further defined prior to final designation.

VI. PLAINTIFF CLASS

The parties agree that the plaintiff class in the case of Perez v. Boston Housing Authority shall be a beneficiary of and shall be bound by this Memorandum of Understanding, [and the plaintiff class is executing this memorandum for the purpose of confirming the same.]



MEMORANDUM

OCTOBER 13, 1983

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE
AUTHORITY, BOSTON HOUSING AUTHORITY, AND
COLUMBIA POINT COMMUNITY TASK FORCE

On April 18, 1981, the Boston Redevelopment Authority, hereinafter the "Authority", entered into an agreement, entitled the Columbia Point Resident Rehousing Agreement, with the Boston Housing Authority (BHA) and the Columbia Point Community Task Force (CPCTF) which extended certain guarantees to the current residents of Columbia Point. This Agreement was subsequently approved by the Regional Administrator of the U.S. Department of Housing and Urban Development on September 3, 1982.

During the process of selecting a redeveloper for the BHA Columbia Point public housing project and adjacent City of Boston parcel, expansions upon and clarifications of the Rehousing Agreement were agreed upon by the Authority, BHA, and CPCTF. These are expressed in a Memorandum of Understanding to be signed by the three parties. This Memorandum of Understanding, attached, provides:

1. For the preservation of 400 low income units at Columbia Point,
2. That the quality of those units be equal to all others,
3. That they first be made available to eligible tenants currently residing at Columbia Point,
4. For the establishment of a trust fund dedicated to preservation of the 400 low income units,
5. For the establishment of a Public Benefit Fund dedicated to the preservation and upgrading of low income housing in Boston generally,
6. That the rights of low income residents shall not be abridged and certain management standards shall be adhered to,
7. Definition of the CPCTF role during development and in regards to management,
8. For certain minimum standards for resident employment and training during and after redevelopment.

This Memorandum of Understanding is consistent with the Resident Rehousing Agreement adopted by the Boston Redevelopment Authority Board on March 26, 1981 and establishes parameters and objectives for the redevelopment of Columbia Point which are beneficial to the current

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residents of Columbia Point and critical to the success of this project. Therefore, it is recommended that the Authority authorize its Director to execute the above-described Memorandum of Understanding for the Authority.

An appropriate vote follows:

VOTED: That the Director is hereby authorized to sign for the Authority a Memorandum of Understanding between the Authority, Boston Housing Authority, and Columbia Point Community Task Force which provide certain guarantees to current residents at Columbia Point and sets out certain restrictions on and objectives for the redevelopment of Columbia Point.